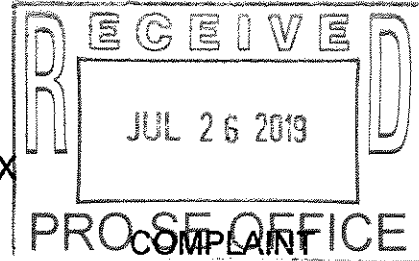


UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK



HIN Y. LIMTUNG,

PLAINTIFF,

CV19-4316
INDEX NO.

-Against-

MAUSKOPF, J.

BULSARA, M.J.

JUDGE

PAYPAL HOLDINGS, INC.,
EDEN MOLDVANI,
JEANETTE SANTIAGO,

DEFENDANTS,

PLAINTIFF
DEMANDS
JURY
TRIAL

Plaintiff, HIN Y. LIMTUNG alleges for his Complaint the following:

I. SUMMARY OF CASE

The Plaintiff of this lawsuit brings this action for damages that that the Plaintiff suffered due to the actions of the Defendants. Plaintiff alleges that the Defendants conspired to and did defame and defraud the Plaintiff.

Specifically, The Defendants, Eden Moldvani and Jeanette Santiago entered into Contracts with respect to two Rental Agreements with the Plaintiff and made initial payments through PayPal Holdings, Inc. on PayPal Website, PayPal.com pursuant to the said contracts. Two months or so later after they had moved in the Apartments, the Defendants, Eden Moldvani and Jeanette Santiago

stopped performing on the said Contracts and asked the Defendant, PayPal Holdings, Inc. to refund to them the payments that they initially made to the Plaintiff via PayPal Holdings, Inc. The Defendant, PayPal Holdings knew or had reason to know that It had no authority to make the said Refunds because the Defendants had made use of the services that the Plaintiff had provided to them, including two apartments, full bathrooms, hot and cold water, electricity, lighting, air conditioning and stoves. After they stopped performing on the Contracts (i.e. not paying rent pursuant to the Rental Agreements that they signed under their own free will), the Defendants, Eden Moldvani and Jeanette Santiago did not vacate the Apartments and continued to live and use the services of the said apartments.

PayPal Holdings, Inc. not only refunded the payments that the Defendants, Eden Moldvani and Jeanette Santiago made to the Plaintiff but PayPal Holdings, Inc. also conspired with the Defendants, Eden Moldvani and Jeanette Santiago and did defame the Plaintiff. Eden Moldvani and Jeanette Santiago specifically stated to PayPal Holdings, Inc. that the Plaintiff is " ".

Paypal Holdings, Inc. specifically to a client of the Plaintiff that " "

The Actions of the Defendants were made deliberately to offend the Plaintiff, to defame the Plaintiff, to cripple the Plaintiff business and to cause extreme emotional and mental distress to the Plaintiff.

This lawsuit is also concerned with the Breach of the Rental Agreements that the Defendants, Eden Moldvani and Jeanette Santiago agreed to and signed under their own free will and the frauds perpetrated by them upon the Plaintiff.

In Count One for Defamation of the Plaintiff, the Plaintiff demands Judgment against the Defendants, PayPal Holdings, Inc., Eden Moldvani and Jeanette Santiago in the amount of no less than \$10,000,000.

In Count Two for Breach of Contracts, the Plaintiff demands Judgment against the Defendants, Eden Moldvani and Jeanette Santiago in the amount of no less than \$100,000.

In Count Three for Fraud upon the Plaintiff, the Plaintiff demands Judgment against the Eden Moldvani and Jeanette Santiago in the amount of no less than \$100,000.

II. PARTIES

a. Plaintiff,

2. At all pertinent times, the Plaintiff, HIN Y. LIMTUNG conducted his business at 31-70 Crescent Street, Astoria, NY 11106.

b. Defendants,

3. The Defendant, PayPal Holdings, Inc. is an entity that is involved in online financial business and acts like a Banking entity. The Defendant, PayPal Holdings, Inc. conspired with the Defendants, Eden Moldvani and Jeanette Santiago to defraud and defame, and did defraud and defame the Plaintiff. PayPal Holdings, Inc. conducts business throughout the State of New York, including the New York County.

The address of the Defendant, PayPal Holdings, Inc. is listed as:

PAYPAL HOLDINGS, INC.
1211 NORTH FIRST STREET
SAN JOSE, CA 95131

4, The Defendant, Eden Moldvani conspired with the Defendant, PayPal Holdings, Inc. to defraud and defame, and did defraud and defame the Plaintiff.

The address of the Defendant, Eden Moldvani is listed as follows:

EDEN MOLDVANI
31-70 CRESCENT STREET #S1
ASTORIA, NY 11106

~~EDEN MOLDVANI~~
~~BROOKLYN, NY~~

5. The Defendant, Jeanette Santiago conspired with the Defendant, PayPal Holdings, Inc. to defraud and defame, and did defraud and defame the Plaintiff.

The address of the Defendant, Jeanette Santiago is listed as follows:

JEANETTE SANTIAGO
31-70 CRESCENT STREET, #T3
ASTORIA, NY 11106

III. JURISDICTION AND VENUE

6. Jurisdiction of this lawsuit is founded upon the existence of a federal question arising under 28 U.S. Code § 4101 and 28 U.S. Code § 1332.

7. Venue is founded upon 18 U.S.C. § 1391(1) and 18 U.S.C. § 1391(2) which provide that "venue in civil actions is proper in any of the following: (1) a judicial district in which any defendant resides, if all defendants are residents of the State in which the district is located; (2) a judicial district in which a substantial part of the events or omissions giving rise to the claim occurred, or a substantial part of property that is the subject of the action is situated".

8. The facts and events that underlie this lawsuit took place in large part in the Eastern District of the State of New York and two of the Defendants in this lawsuit reside in the Eastern District of the State of New York

IV. STATEMENT OF CLAIM

9. This lawsuit is based on the facts stated below.

ACTIONS OF THE DEFENDANTS, PAYPAL HOLDINGS, INC. and EDEN

MOLDVANI.

10. The Defendant, PayPal Holdings, Inc. is an entity that is involved in financial transactions on line. PayPal Holdings, Inc. acts as an online bank that allows individuals to do commerce in the internet. Individuals who open transaction accounts with PayPal Holdings, Inc. through its website, www.PayPal.com can either send money to purchase goods and services from

individuals and entities or receive money from individuals and entities following their purchase of goods and services.

11. The Plaintiff opened several accounts with PayPal Holdings, Inc. to conduct several of Plaintiff's businesses, including collecting rent payment from one of Plaintiff's buildings, a Scientific Publishing business and a Jewelry business. The Plaintiff's Jewelry business has been in existence for many years and the Plaintiff has established a name for himself in that the Plaintiff has very high score in the E bay online selling business.

12. On or around March 27, 2019, the Defendant, EDEN MOLDOVANI entered into a binding contract by signing a Rental Agreement with the Plaintiff to rent an Apartment from Plaintiff for twelve months starting May 1, 2019 and ending April 30, 2020. In order to be able to move in the said apartment on May 1, 2019, the Defendant, EDEN MOLDOVANI needed to pay the amount of \$2200. representing the rent payment for May 2019 and April 2020, and \$1100. per month on the first of each month for June 2019, July 2019, August 2019, September 2019, October, 2019, November 2019, December 2019, January 2020, February 2020, and March 2020.

13. On or around March 30, 2019, the Defendant, EDEN MOLDOVANI paid \$1,100. in cash and \$1,100 via PayPal.

14. On or around May 1, 2019, the Defendant, EDEN MOLDOVANI moved into the Apartment. He did not complain that he was not unsatisfied with the Apartment. He was provided with a clean Apartment, hot and cold water,

electricity for lighting, electricity for cooking, electricity for AC, and garbage disposal service.

15. On or around June 1, 2019, the Defendant, EDEN MOLDVANI needed to pay \$1100. but could not. Only on June 12, 2019, did the Defendant, EDEN MOLVANI paid to the Plaintiff the amount of \$1100. via PayPal Holdings, Inc.

16. On or around July 1, 2019, the Defendant, EDEN MOLVANI needed to pay \$1100 but could not. The Defendant, EDEN MOLDVANI not only did not pay \$1100. that was due for the month of July 2019, the Defendant, EDEN MOLDVANI filed for a refund for the payment of \$2200. from PayPal Holdings, Inc. on the ground that the Apartment was illegal.

17. On or around June 24, 2019, the Defendant, EDEN MOLDVANI stated to the Defendant, PayPal Holdings, Inc. that "he did not receive the item that he ordered from the Plaintiff" and that he did not hear anything about the status of his shipment", which was obviously a lie since the Defendant did not make payment for the purchase of a product that needed to shipped. The Defendant, EDEN MOLDVANI make payment via PayPal Holdings, Inc for renting an Apartment from the Plaintiff. The Defendant, EDEN MOLDVANI moved into the Apartment on or around May 1, 2019, did not complain that the Apartment was unsatisfactory, and is still living in the Apartment for free.

18. . According to New York State Law and New York City Law, the Plaintiff is obligated to provide a clean Apartment, hot and cold water, electricity for lighting, electricity for cooking, electricity for AC, and garbage disposal service

to the Defendant, EDEN MOLDVANI is still occupying the Apartment and even though he has paid \$0. in rent payment

18. That the Defendant, EDEN MOLDVANI engaged in a Scheme to Defraud the Plaintiff is an understatement. While the Defendant, EDEN MOLDVANI is living free in the said Apartment, the Plaintiff has to provide him with a clean Apartment, hot and cold water, electricity for lighting, electricity for cooking, electricity for AC, and garbage disposal service.

19. On or around July 10, 2019, PayPal Holdings, Inc. stated to the Plaintiff that the "merchandise or service that the Defendant, EDEN MOLDVANI" was supposed to receive" was not received, which was obviously a lie.

19. On or around July 10, 2019, PayPal Holdings, Inc. refunded the Defendant, EDEN MOLDVANI \$2200.

19. Thus, the Defendant, EDEN MOLDVANI has been living free in an Apartment paying \$0. while the Plaintiff has had to provide the Defendant, EDEN MOLDVANI with the following:

A clean Apartment, hot and cold water, electricity for lighting, electricity for cooking, electricity for AC, and garbage disposal service.

20. The actions of the Defendant, EDEN MOLDVANI and the Defendant, PayPal Holdings, Inc. have no foundations in New York State or New York City Laws, are illegal and fraudulent.

ACTIONS OF THE DEFENDANTS, PAYPAL HOLDINGS, INC. and JEANETTE SANTIAGO.

21. On or around March 20, 2019, the Defendant, Jeanette Santiago entered into a binding contract by signing a Rental Agreement under her own free will the Plaintiff to rent an Apartment from Plaintiff for twelve months starting May 1, 2019 and ending April 30, 2020. In order to be able to move in the said apartment on May 1, 2019, the Defendant, JEANETTE SANTIAGO needed to pay the amount of \$3900. representing rent payment for May 2019, March 2020 and April 2020, and \$1100. per month on the first of each month for June 2019, July 2019, August 2019, September 2019, October, 2019, November 2019, December 2019, January 2020, February 2020.

23. On or around April 2, 2019, the Defendant, JEANETTE SANTIAGO paid \$1300. to the Plaintiff via PayPal Holdings, Inc.

23. On or around May 1, 2019, the Defendant, JEANETTE SANTIAGO moved into the Apartment. She did not complain that she was not satisfied with the Apartment. She was provided with a clean Apartment, hot and cold water, electricity for lighting, electricity for cooking, electricity for AC, and garbage disposal service.

25. On or around July 1, 2019, the Defendant, JEANETTE SANTIAGO needed to pay \$1300 but could not. The Defendant, JEANETTE SANTIAGO paid only \$550. in Money Order and could not pay the rest of \$750. that she still owed.

26. On or around July 1, 2019 not only did not pay \$750. that was due for the month of July 2019, the Defendant, JEANETTE SANTIAGO filed for a refund for the payment of \$1300. from PayPal Holdings, Inc. on the ground that the Apartment was illegal.

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26. The Defendant, JEANETTE SANTIAGO stated to the Defendant, PayPal Holdings Inc. the following:

- (i) that "the Apartment that the Plaintiff rented to her was illegal, therefore she was entitled to not pay any rent and live for free in the Apartment".
- (ii) that "the Plaintiff was a crook".
- (iii) that "the Plaintiff was a scammer"
- (iv) that "Seller defrauded me, I have to move out because he is not the rightful owner of the place i am living now. I want my money back".

28. The statements of the Defendant, JEANETTE SANTIAGO were obviously lies. As of July 26, 2019, the Defendant, JEANETTE SANTIAGO is still living in the Apartment that the Plaintiff rented to her. According to New York State Law and New York City Law, the Plaintiff is obligated to provide a clean Apartment, hot and cold water, electricity for lighting, electricity for cooking, electricity for AC, and garbage disposal service to the Defendant, JEANETTE SANTIAGO while the Defendant, JEANETTE SANTIAGO is still occupying the Apartment and paying \$0. in rent payment.

29. That the Defendant, JEANETTE SANTIAGO engaged in a Scheme to Defraud the Plaintiff is an understatement. While the Defendant, JEANETTE SANTIAGO is living free in the said Apartment, the Plaintiff has to provide the Defendant, JEANETTE SANTIAGO with a clean Apartment, hot and cold water, electricity for lighting, electricity for cooking, electricity for AC, and garbage disposal service.

27. On or around the July 10, 2019, PayPal Holdings, Inc. refunded the Defendant, JEANETTE SANTIAGO the amount of \$1300.

28. Thus, the Defendant, JEANETTE SANTIAGO has been living free in an Apartment paying \$0. while the Plaintiff has had to provide the Defendant, EDEN MOLDVANI with the following:

A clean Apartment, a full bathroom, hot and cold water, electricity for lighting, electricity for cooking, electricity for AC, and garbage disposal service.

29. The Defendant, JEANETTE SANTIAGO did not move out of the Apartment that she is still occupying.

THE ACTIONS OF THE DEFENDANTS, PAYPAL HOLDINGS, INC., EDEN MOLDVANI AND JEANETTE SANTIAGO HAVE NO FOUNDATIONS IN NEW YORK STATE LAWS OR NEW YORK CITY LAWS

29. The actions of the Defendants, PayPal Holdings, Inc., EDEN MOLDVANI and JEANETTE SANTIAGO have no foundations in New York State Laws or New York City Laws, are illegal and fraudulent.

30. On or around July 18, 2019, the Defendant, PayPal Holdings, Inc. informed the Plaintiff that the Defendant, PayPal Holdings, Inc. has chosen to terminate its business relationship with the Plaintiff and that all of the Plaintiff's money will be kept by the Defendant, PayPal Holdings, Inc. for six months and that the Plaintiff cannot do anything about it.

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31. On or around July 20, 2019, the Defendant, PayPal Holdings, Inc. stated to a client of the Plaintiff that "the Plaintiff's transaction with the Plaintiff's client cannot be consumed because the Plaintiff's source of money was illegal".

19. On or around July 20, 2019, the Plaintiff's client chose to terminate its business transaction with the Plaintiff.

20. The actions of the Defendant, PayPal Holdings, Inc. was arbitrary, has no foundation in New York State Law and New York City Law.

21. The actions of the Defendants, PayPal Holdings, Inc., Eden Moldvani and Jeanette Santiago constitute Wire Fraud.

20. The actions of the Defendants, PayPal Holdings, Inc., Eden Moldvani and Jeanette Santiago constitute Defamation, Breach of Contracts and Fraud.

21. As a result of the actions of the Defendants, PayPal Holdings, Inc., Eden Moldvani and Jeanette Santiago, the Plaintiff has suffered irreparable and irrevocable damage. The Plaintiff is entitled to sue the Defendants, PayPal Holdings, Inc., Eden Moldvani and Jeanette Santiago for Defamation, Fraud and Breach of Contract.

ALLEGATIONS

COUNT ONE:

DEFAMATION AGAINST THE DEFENDANTS, PAYPAL HOLDINGS, INC., EDEN MOLDVANI AND JEANETTE SANTIAGO

22. The Plaintiff alleges that the Defendants, PayPal Holdings, Inc., Eden Moldvani and Jeanette Santiago have conspired to defame and did defame the Plaintiff by making the following statements to each other and to the Plaintiff's Client:

(i) Statement of the Defendant, PayPal Holdings, Inc. to the Plaintiff Client:

"the Plaintiff's transaction with the Plaintiff's client cannot be consumed because the Plaintiff's source of money was illegal".

(ii) Statement of the Defendant, EDEN MOLDVANI to the Defendant, PAYPAL HOLDINGS, INC.:

"I made an order to this SLR at the same time I still did not hear anything about the status of my shipment and i tried reaching out to the SLR numerous time but they are not responding to me at all and until now i still did not receive the item that I paid for. It's either I get my item that I paid for or my money back";

Statement of the Defendant, JEANETTE SANTIAGO to two Individuals (to be named):

"the Apartment that the Plaintiff rented to her was illegal, therefore she was entitled to not pay any rent and live for free in the Apartment";

"the Plaintiff is a crook";

"the Plaintiff is a scammer";

(iii) Statement of the Defendant, JEANETTE SANTIAGO to the Defendant, PAYPAL HOLDINGS, INC.:

"the Apartment that the Plaintiff rented to her was illegal, therefore she was entitled to not pay any rent and live for free in the Apartment";

"the Plaintiff was a crook";

"the Plaintiff was a scammer";

"Seller defrauded me, I have to move out because he is not the rightful owner of the place i am living now. I want my money back".

Statement of the Defendant, JEANETTE SANTIAGO to two Individuals (to be named):

"the Apartment that the Plaintiff rented to her was illegal, therefore she was entitled to not pay any rent and live for free in the Apartment";

"the Plaintiff is a crook";

"the Plaintiff is a scammer";

23. The Plaintiff alleges that the Defendants PayPal Holdings, Inc., Eden Moldvani and Jeanette Santiago acted in concert to defame the Plaintiff and to cripple the Plaintiff's businesses.

24. The Plaintiff is not a Public Figure. The Plaintiff is a Medical Scientist. The Plaintiff has been maligned, has suffered irreparable and irrevocable damage with respect to his reputation, standing, and ability to do business in his community, and emotionally and mentally.

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25. The Plaintiff alleges that the Plaintiff is entitled to litigate the above in the Honorable Court and seek compensation accordingly.

COUNT TWO:

BREACH OF CONTRACTS AGAINST THE DEFENDANTS, EDEN MOLDVANI AND JEANETTE SANTIAGO

25. The Plaintiff alleges that under their own free will, the Defendants, EDEN MOLDVANI AND JEANETTE SANTIAGO entered into binding contracts with respect to two Rental Agreements with the Plaintiff and that they conspired to break and did break the said contracts through a scheme to defraud.

26. The Plaintiff alleges that after they broke the binding contracts that they entered in under their own free will by not paying monthly rents that were due, they remain in the Apartment, and even though they paid \$0., under New York State Law and New York City Law, the Plaintiff was obligated to provide them with clean Apartment, a clean bathroom, hot and cold water, electricity for lighting, electricity for cooking, electricity for AC, and garbage disposal service until they are evicted from the said Apartment.

27. The Plaintiff alleges that the Plaintiff is entitled to litigate the above in the Honorable Court and seek compensation accordingly.

COUNT THREE:

FRAUD AGAINST THE DEFENDANTS, EDEN MOLDVANI AND JEANETTE SANTIAGO

28. The Plaintiff alleges that on or around March 27, 2019, under their own free will, the Defendants, EDEN MOLDOVANIE and JEANETTE SANTIAGO entered into two binding contracts with respect to two Rental Agreements with the Plaintiff.

29. The Plaintiff alleges that the Defendants, EDEN MOLDOVANIE and JEANETTE SANTIAGO made certain representations to the Plaintiff in that they stated that they had the capacities to make monthly rent pursuant to the contracts that they entered into and signed under their own free will.

30. The Plaintiff alleges that the Defendants, EDEN MOLDOVANIE and JEANETTE SANTIAGO knew or had reason to know that the representations that they made to the Plaintiff were not true.

31. The Plaintiff alleges that the Plaintiff acted upon the representations of the Defendants, EDEN MOLDOVANIE and JEANETTE SANTIAGO to his detriment by giving the Defendants, EDEN MOLDOVANIE and JEANETTE SANTIAGO keys to two Apartments so that they can move in the said Apartments. Once they moved in the said Apartments, the Defendants conspired to not pay and did not pay the monthly rents due through a Scheme to Defraud consisting of submitting false claims and lies to the Defendant, PAYPAL HOLDINGS, INC. causing the latter to refund them the money that they paid to the Plaintiff.

32. The Plaintiff alleges that as a result of the misrepresentations of the Defendants, EDEN MOLDOVANIE and JEANETTE SANTIAGO and upon acting on the said misrepresentations by giving them keys to two Apartments and as a

result of the Scheme to Defraud that they concocted, the Plaintiff lost monetary considerations in the amount of over \$100,000.

33. The Plaintiff alleges that the Plaintiff is entitled to litigate the above in the Honorable Court and seek compensation accordingly.

V. REMEDY/PRAYER FOR RELIEF

COUNT ONE: **DEFAMATION AGAINST THE DEFENDANTS, COUNT ONE: DEFAMATION** **AGAINST THE DEFENDANTS, PAYPAL HOLDINGS, INC., EDEN MOLDVANI** **AND JEANETTE SANTIAGO**

34. As stated above, the Plaintiff has alleged that Defendants, PAYPAL HOLDINGS, INC., EDEN MOLDVANI AND JEANETTE SANTIAGO have defamed the Plaintiff making the following statements to each other and to the Plaintiff's Client:

(i) Statement of the Defendant, PayPal Holdings, Inc. to the Plaintiff Client:

"the Plaintiff's transaction with the Plaintiff's client cannot be consumed because the Plaintiff's source of money was illegal".

(ii) Statement of the Defendant, EDEN MOLDVANI to the Defendant, PAYPAL HOLDINGS, INC.:

"I made an order to this SLR at the same time I still did not hear anything about the status of my shipment and i tried reaching out to the SLR numerous time but they are not responding to me at all and until now i still

did not receive the item that I paid for. It's either I get my item that I paid for or my money back";

Statement of the Defendant, JEANETTE SANTIAGO to two Individuals (to be named):

"the Apartment that the Plaintiff rented to her was illegal, therefore she was entitled to not pay any rent and live for free in the Apartment";

"the Plaintiff is a crook";

"the Plaintiff is a scammer";

(iii) Statement of the Defendant, JEANETTE SANTIAGO to the Defendant, PAYPAL HOLDINGS, INC,:

"the Apartment that the Plaintiff rented to her was illegal, therefore she was entitled to not pay any rent and live for free in the Apartment";

"the Plaintiff was a crook";

"the Plaintiff was a scammer";

"Seller defrauded me, I have to move out because he is not the rightful owner of the place i am living now. I want my money back".

Statement of the Defendant, JEANETTE SANTIAGO to two Individuals (to be named):

"the Apartment that the Plaintiff rented to her was illegal, therefore she was entitled to not pay any rent and live for free in the Apartment";

"the Plaintiff is a crook";

"the Plaintiff is a scammer";

100. The Plaintiff is not a Public Figure. The Plaintiff is a Medical Scientist.

101. The Plaintiff has alleged that as a result of the Defendants' actions, the Plaintiff has suffered irreparably and irrevocably in his reputation, standing, his ability to do business in his community and also emotionally and mentally.

100. The Plaintiff prays that the Honorable Court awards the Plaintiff no less than \$10,000,000 in compensation for his suffering.

COUNT TWO:
BREACH OF CONTRACTS DEFAMATION AGAINST THE DEFENDANTS
EDEN MOLDVANI AND JEANETTE SANTIAGO

101. As stated above, the Plaintiff has alleged that Defendants, EDEN MOLDVANI AND JEANETTE SANTIAGO have breached to contracts they entered into with the Plaintiff and that they signed under their own free will.

102. The Plaintiff prays that the Honorable Court rule for the Plaintiff and award the Plaintiff no less than \$100,000 in compensation for his injury.

COUNT THREE:
FRAUD AGAINST THE DEFENDANTS EDEN MOLDVANI AND JEANETTE
SANTIAGO

103. As stated above, the Plaintiff has alleged that the Defendants, , EDEN MOLDVANI AND JEANETTE SANTIAGO committed Fraud against the Plaintiff by making certain representations that they knew or had reason to know

were not true and that the Plaintiff acted upon the said misrepresentations and suffered monetarily as a consequence.

The Plaintiff prays that the Honorable Court rule for the Plaintiff and awards compensation in the amount of no less than \$100,000 and punitive damage in no less than \$100,000.

WHEREFORE, the Plaintiff of this lawsuit respectfully prays that the Honorable Court grant Judgment as set forth above and award such other relief as the Honorable Court deems appropriate.

Dated: Queens County, New York

July, 26, 2019

Respectfully,



HIN Y. LIMTUNG

PLAINTIFF

31-70 CRESCENT STREET

ASTORIA, NY 11106

TEL: 646-500-1728

SWORN TO BEFORE ME ON JULY 26, 2019.

VERIFICATION

I am the Plaintiff in this action. I have read the foregoing Complaint and it is true of my own knowledge, except as to those matters on information and belief, and as to those matters, that I believe to be true.

I declare under penalty of perjury under the laws of the State of New York that the foregoing is true and correct.

Dated: County of Queens, New York

July 26, 2019,

Respectfully,



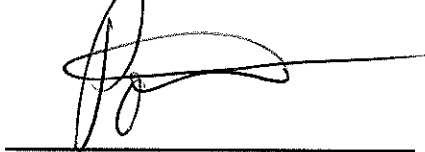
HIN Y. LIMITUNG

PLAINTIFF

31-70 CRESCENT STREET

TEL: 646-500-1728

SWORN TO BEFORE ME ON JULY 26, 2019.



NOTARY PUBLIC

PAUL MASTROGIANNIS
NOTARY PUBLIC
NO. 01MA6118199
QUEENS, NEW YORK STATE
COMMISSION EXPIRES-12/06/2020

STAMP OF NOTARY PUBLIC

END